



The Town of Hilton Head Island
**Community Services and
Public Safety Committee**
Regular Meeting
Monday, January 25, 2021, 9:00 a.m.
AGENDA

In accordance with the Town of Hilton Head Island Municipal Code Section 2-5-15, this meeting is being held virtually and can be viewed on the Town's Public Meeting Facebook page at <https://www.facebook.com/townofhiltonheadislandmeetings/>. Following the meeting, the video record will be made available on the Town's website at <https://hiltonheadislandsc.gov>.

1. Call to Order

2. FOIA Compliance - Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island.

3. Roll Call

4. Approval of Minutes

a. November 23, 2020

5. Citizen Comments

Citizens who wish to sign up for public comment participation during the meeting by phone, must call the Committee Secretary at 843-341-4770 no later than 12:00 p.m. on January 22, 2021. Citizens speaking during the public meeting will limit their comments to no longer than three (3) minutes and will conduct themselves in a manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive or obscene language.

6. Unfinished Business

7. New Business

- a. Mitchelville MOA/Lease Update
- b. Ford Shell Ring Partnership
- c. Sandalwood Apartments and Beaufort County Housing Authority Discussion

8. Executive Session

- a. Discussion of re-appointment of Town's representative to the County Airports Board.

9. Adjournment

Public comments concerning agenda items can be submitted electronically via the Town's Virtual Town Hall public comment portal (<https://hiltonheadislandsc.gov/opentownhall/>). The portal will

close at 4:30 p.m. on January 22, 2021. All comments will be provided to the committee members for review and made part of the official record.

Please note that a quorum of Town Council may result if four (4) or more of their members attend this meeting.



Town of Hilton Head Island
Community Services & Public Safety Committee
Monday, November 23, 2020 at 9:00 am
MEETING MINUTES

Present from the Committee: Marc Grant, William Harkins, Tamara Becker

Present from Town Council: David Ames

Present from Town Staff: Josh Gruber, Scott Liggett, Jeff Buckalew, Julian Walls, Alice Derian, Lindsey Rambow, Karen Knox

Others Present: Captain Angela Viens, *BCSO*, Mike Wagner, Ralph Wagner, *Shore Beach Services*

Present from Media: None

1. Call to Order

2. FOIA Compliance - Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island

3. Roll Call – Council Member Lennox was absent. Council Member Becker filled in as Alternate.

**4. Approval of Minutes
October 26, 2020**

Councilman Harkins moved to approve the Minutes of October 26, 2020. Chairman Grant seconded. The Minutes of October 26, 2020 were unanimously approved.

5. Citizen Comments

Public comments concerning today's Agenda items were to be submitted electronically via the Town's Open Town Hall Portal. The public comment period closed Friday, November 20, 2020 at 4:30 pm. At the conclusion of the Open Town Hall, there was one citizen comment. Citizens who wished to speak at the Meeting had to call in no later than noon on Friday, November 20, 2020 at noon. No citizens signed up to speak at the meeting.

6. Unfinished Business

7. New Business

a. 2020 3rd Quarter Crime Statistics

Captain Angela Viens stated that one thing they have seen in the 3rd Quarter and it has bled over to the 4th Quarter is our Crimes Against Property Stats. We have seen an increase, especially with our car break-ins. We talk about this I believe 2-3 times a year. Please lock your cars – we have our gated communities across the Island have been hit. You can see where these events are happening. 85% of the cars that have been broken into have been unlocked and we are losing a lot of fire arms. They are getting onto the street because people are leaving them in their cars and leaving them unlocked. We are starting a

campaign through social media. It encourages folks to take their valuable items out of the car, lock their car before they go to bed. It is something that everyone can do. Most of the cars are getting broken into between 1:00 am and 5:00 am. They are on foot or on a bicycle and just going door to door in neighborhoods and pulling on car doors. Other than that, our traffic accident stats have been on a steady increase since 2017. Overall, we are doing good. My biggest message to anybody who is listening is please, please lock your car doors.

b. **Shore Beach Services End of Season Report**

Alice Derian advised that changes to the Town Code were adopted on November 19, 2019 which prohibited personal property being left on the beach between sunset and sunrise. As a result, for the 2020 beach season, the Town expanded our contracted “beach management services” to include removal of such abandoned personal property. This took place four days per week on the beach between the hours of 9:00 p.m. and 1:00 a.m. which was performed by Spartina Marine Consulting. Effective June 1st of this year we have been reporting monthly on beach management activities and services provided by Spartina Marine Consulting and also the Town’s ongoing Franchise Agreement with Shore Beach Services. As a result of those services provided, a total of 594.69 tons of trash and recyclables which includes bagged and abandoned personal items was removed from the beach for a total cost of \$144,683.59. \$117,073.16 represented the cost for the services provided by Shore Beach and Spartina, while \$27,610.43 was paid in hauler fees for the disposal of those items.

Between May 1st and October 31st, 17,022 abandoned pieces of personal property have been removed from the beach. Of this number, chairs topped the list at 5,925, followed by miscellaneous items which was 3,830 – an item which would be considered miscellaneous would be clothing. Umbrellas – 2,883, toys were 1,867, towels 1,273 and 1,244 tents. The Agreement with Spartina Marine provided the Town an opportunity to invest 251 hours of educating beach patrons about beach etiquette and preservation, in addition to the 13,721 advisements given largely by Shore Beach Services. The holes and shovels category resulted in the largest number of advisements given, those being 4,138 followed by alcohol 3,772, glass 3,168, dunes 2,186, personal property 319 and lights lastly at 138. In October we held a joint meeting to review what consideration should be made. No action is being sought at this time. Staff is collecting stakeholder information and assessing the potential for programmatic changes and potential policy revisions for Town Council’s consideration in advance of the 2021 season. Topics of discussion include communication, signage, amending guidelines for boats on the beach, review of the extent of trash and recycling receptacles compared to the pack it in pack it out philosophy. Prohibition of certain types of personal property being brought on the beach, such as tents and modification to regulations which may govern Fish Haul Beach.

Council Member Harkins asked Ms. Derian if she had comparisons going back 3-5 years and do we have any similar data from other beach communities that are open to the public to see if we are right in the middle or are we off to the right or left. Ms. Derian said they do not have any statistics on what other communities collect from the beach. We have started to touch base with communities such as Kiawah, Folly Beach and Isle of Palms to see for instance their trash receptacles where they provide them, etc. to see if we want to reduce the footprint of those. We do not have any numbers on the type of trash and debris that they collect from those receptacles or off the beach as far as abandoned property items go. It seems that most communities only provide trash receptacles at their beach access points where we have a lot more receptacles available for beach goers – 224 trash and 74 recycling containers right now. We provide a lot more receptacles than most communities do. To answer the other part of your question – we don’t have any historical data to compare. This

Agreement with Spartina Marine has provided us pretty much with a baseline going forward to track all of these items and the tonnage to see what changes and recommendations we need to make and go from there.

Council Member Becker asked Ms. Derian if she had any anecdotal stories to tell with regards to the advisements on digging of sand holes and the shovels. Ms. Derian said one of the things that we are looking at is staff is considering reviewing the signage that we currently have and maybe including that on the signage going forward. For the most part people understood accepted the advisement and understood the purpose behind it.

Chairman Grant said he thought Town Council should refer this item to the Parks & Recreation Commission to look at in terms of strategies of how we can reduce our footprint in terms of trash because enforcement is not the only answer that we should be looking at in terms of having more police and Code Enforcement out there. We need to look at how the public can help the Town improve the safety and the quality on the beach with the trash. Maybe the Committee might be able to assist us with that and that might be through communication or some new ideas and concepts.

Councilman Harkins said we have been frustrated about this for a long time and thanks to Alice and her colleagues we are starting to quantify data. For a Town that tries to pride itself as being eco sensitive, we pride ourselves in protecting the environment and we want to maintain or enhance our brand the data here is really disgraceful. I move to send this item to Town Council with the recommendation that they forward it to the Parks and Recreation Commission to see if some brighter minds can come up with some ideas. Council Member Becker seconded. The motion unanimously passed.

c. **Reconsideration of Point Comfort Road Speed Hump Request**

Jeff Buckalew stated if you recall this item came to us born out of the Point Comfort Neighborhood's request for speed humps in their neighborhood due to a speeding problem they perceived. It came to the Committee last year and it was going to full Town Council but was sent back to Committee. What the Committee had recommended back then was they were in favor of installing the speed humps but they also directed staff to develop a Traffic Calming Policy. To address the Traffic Calming Policy first, we are recommending that we adopt the Beaufort County Traffic Calming Policy. They have a very good clear and concise policy. Part of the beauty of it is it would be a consistent policy on all public roads on Hilton Head Island, whether they are owned by the Town, County or State. The State is not putting speed humps on any of their roads. They pushed that down to the County or the Municipality and they make them apply to put speed humps on State roads. We do have several County roads on the Island. I do not know if anyone has petitioned to have speed humps on the County roads, but the County does have a policy for that. If we were to adopt that policy, we would be consistent with the County and we could deal with those requests on a more consistent basis. One thing about that policy I included in your packet, there are traffic calming measures that may be included under this policy and I would recommend that we add interactive speed signs as one of the tools or options that is not currently in there. I would also ask the County that they update their policy to include that as well.

In speaking of the signs, this is the staff's recommendation in lieu of installing the speed humps now as you have to go to the DOT and apply and get permission for that. What we would like to do is install two of these interactive speed signs. These are the "Your Speed Is" signs you see on the side of the road. They track your speed and give you instant feedback. If you are exceeding the speed

limit some of them flash or give some notification. The DOT has recently issued a policy on such signs. I spoke with the District Traffic Engineer in Charleston and he said this policy was born out of a need at the DOT to address the randomness that they are seeing with these signs. They see signs from here to Myrtle Beach – different varieties, different colors, different flashing lights, etc. that may distract drivers and so they are trying to standardize that. They have set forth a policy by which we would need to comply. The signs we purchased last year comply with that policy except for there is a flashing white circle that emits once you are exceeding the speed limit. The DOT does not allow any flashing lights, strobes, etc. so we would have to disconnect that or block out those lights. What we would do under this recommendation is we would conduct a speed study and we would apply to the SCDOT to install these interactive “Your Speed Is” signs on Point Comfort Road. We would put two of them kind of mid-block on the road facing each direction and we would put those in place and let them work throughout the summer and come back and make an assessment in August or September on the effectiveness of those signs. If they were deemed not to be effective we would come back to Town Council and then the next step would be speed humps.

Council Member Harkins asked in terms of the petition signed by the landowners, what does the data tell you of the percent that represents the Community. Mr. Buckalew said the County policy and the DOT policy both require 75% and the petition we received last year did meet that threshold. Council Member Harkins asked if we had any data on accidents and tragedies on the road in that Community? Mr. Buckalew stated the Traffic Engineer tracks that data and consults with BCSO and there have been no accidents going back to July, 2013 on Point Comfort Road. There was one accident on one of the side streets since that time and that was a vehicle backing out of a driveway that struck another passing vehicle. Speed was not a factor in that accident. Council Member Harkins asked if we had introduced speed humps in any other part of the Island and if so, have we been able to measure the efficacy of that. Mr. Buckalew said no, not on any Town roads. We have had projects in the past where the Town is building a road or reconstructing a road and we have had neighborhoods request them. We have none in place on Town roads. Council Member Harkins asked what Fire Rescue’s view on the speed humps are. Mr. Buckalew said if it does not impede progress to a call out – they looked at the number and spacing of the humps and looked at what it would do to response times and on this particular proposal or petition, they deemed it would be acceptable.

Council Member Becker asked what the measure of success is with the “Your Speed Is” signs. Mr. Buckalew said they are buying two modules to plug into these signs that tracks the data and will give us statistics. We will put these in place and we will measure how many vehicles exceed the speed limit. Mrs. Becker said there are speed humps on Sandy Beach Trail that are effective for traffic coming through where the hotel splits and a lot of traffic goes past there and it really makes a difference in people slowing down. I also think that we have a petition that represents the majority of the residents in the neighborhood, it is their quality of life that is affected and it is what they experience every day. While our statistics may indicate that the speeds are not being exceeded and accidents are not happening, I think those who live in the neighborhood have a different perspective having to deal with it every day. Given the fact that the petition met the threshold and Fire Rescue found it to be acceptable, I would be inclined to go ahead and ask that the speed humps are put in place.

Council Member Ames stated Point Comfort is in his ward and he is very familiar with this situation and I think it is important for the Committee to understand that the first $\frac{3}{4}$ of Point Comfort Road has very few entrances, but all those entrances are to communities. There are no driveways until you get passed Ashton Cove and then all of a sudden you have single family houses on the side of the road where up to that point can accommodate 35 mph without any difficulty. All of a sudden

you have driveways, cars backing out, children coming out of houses and it becomes very dangerous within a couple hundred feet. I think that is the circumstance that most concerns the families and property owners in Point Comfort. Somehow the cars have to be forewarned and I think the interactive speed sign will help, but my position on this has been that if the property owners of Point Comfort want to have speed humps and they understand that there is some inconvenience with the speed humps then I support that request. This has been a situation that has been an aggravation and concern for a number of years. I think we should entertain the possibility and the request the property owner's decision on the six speed humps and then move forward to they want to proceed.

Chairman Grant stated as we look at how we address speeding in neighborhoods, I think we have addressed this long enough and we need to go ahead and move forward with the speed humps especially now that Fire Rescue believes it would not delay timing and the Community understands that. What I would ask the staff for future reference where we move forward and look at other communities similar to this is maybe alternatives in terms of instead of paving, but look at gravel. I don't know if a different asphalt would encourage slowing down and possibly signage, but I think that is something that needs to be brought to the full Town Council as to what other Communities are using to slow down the speeding. It might be cheaper, but I think that is something we need to look at. I know we have talked about this for at least 2-3 years in dealing with Point Comfort and it is time we move forward with the speed humps now and add in addition to those signs. That will also provide data. We cannot wait till something happens and then we regret not moving quick enough to address that.

Josh Gruber stated if the Committee's recommendation is going to be installing the speed humps, the speed limit signs (the radar signs) really become ineffective at that point because you are no longer gathering data about the actual movement of the traffic flow through there because obviously the cars are going to be slowing down for the speed humps. It wouldn't be doing both simultaneously because one cancels out the other. Staff's recommendation was partly because this potentially sets a lot of precedent for other areas on the Island. It is not to say that it may not be warranted, but if we are going to make a decision, we want that decision to be based upon solid data showing that it is necessary. That is why this was kind of an incremental approach in that if we put the speed sign out there, we gather the data that says it is being effective and the speeds are now slowed which means you don't need the speed humps or you have put the speed signs out there, the data shows that it is not being effective then we need to take that next step forward which is installing the permanent speed humps. My point in saying this is there are a lot of communities out there that would say I just want you to put them in, I don't care about the data, I just want you to put them in. We have to be careful about setting that precedent that we are going to install these in every location because while it may not be significantly detrimental to Fire Rescue in this particular location, if that grows to a certain extent that very well could have a negative cumulative effect on that service. My total point is I want to make sure that we are acting upon the data which is driving these decisions.

Council Member Becker stated she appreciated Josh's input on that and I absolutely want to make sure that I am on the record of saying that any future expansion of a speed hump policy must be approved by Fire Rescue. Those moments that it takes to get to a situation are absolutely critical and you can count them on your hand and before you know it tragedy happens. That is a given that any expansion of moving this forward would require Fire Rescue is comfortable with and has signed off on it or it is a non-starter. For this particular case, I think as you have said Marc this has been going on for quite some time and it is a situation where those who are impacted by it have continued

to pursue it which means it is continuing to be a situation they are uncomfortable with. I think they know best with regard to that and I stand by my commitment to move this forward.

Council Member Harkins moved that the Committee forward this to Town Council with a recommendation to respond in a positive way by inserting the speed humps and ask Town Council to petition to SCDOT to give the green light to do that. Council Member Becker seconded. The motion unanimously passed.

d. **Review of Yacht Cove Intersection Crosswalk Lighting Pilot Project**

Jeff Buckalew said he was reporting back to Council on the overhead street light project. This was a pilot project. The primary objective was to illuminate the crosswalks at night so that motorists would have a greater awareness of folks crossing the road. It took a lot more time than we anticipated and cost a lot more money than we anticipated, \$175,000 for the total cost and this had to be permitted through SCDOT. That was part of the reason it took so long for the design and approvals. We then had to acquire easements to set the lights on private property on the Yacht Cove side of the parkway. It has been in place since August and we solicited public opinion feedback on the project. We did media and had some TV stations and The Island Packet do stories and try to drive people to the public opinion survey. We had 197 people respond to the survey. There was 57% dislike, 33.9% likes, 65% didn't want to see more crosswalks illuminated, 68% were against funding these lights instead of building more pathways, 59% experienced difficulty with their eyes adjusting to the darkness after passing through the lights, 65% did not feel it was a cost effective use of funds for crosswalk safety, 58% claim they always obey the pathway stop and yield signs and 57% thought there is not enough public education on this topic.

The take away from that public opinion survey were more folks dislike the lights than like the lights and staff needs to be a better job of educating the public on crosswalk safety, on SC laws regarding crosswalks, etc. We know that is something we need to do but as far as public opinion that is what you have. Chris Darnell also took this to the Design Review Board last week to get their take on it post installation and see what they thought. The Committee wasn't a formal vote, but the Board said they didn't think the lights were in keeping with Island character, but if we had to install lights, they liked this style. We looked at the unsignalized crosswalks on 278. There are eight remaining besides Yacht Cove. If you were to project that cost out, and you wanted to illuminate the other crosswalks, it would be \$1.4 Million to do so.

We are bringing this back to Committee for discussion as to whether the Committee wanted to take a motion or refer it to a Town Council Workshop discussion item.

Council Member Harkins asked what Mr. Buckalew's recommendation is. Mr. Buckalew stated he would not recommend we go forward with the program to illuminate all the other crosswalks.

Councilman Harkins said the birthing of this process came from the long history of accident activity and then the tragic death of the young girl at this location. My recollection is that we were going to use this as a beta sight in terms of functionality and aesthetics and effectiveness and then springboard from this to other locations. Another hot location is near the Duncan Donut location where there is high density, low income community where little children run across the street. Respecting the comments from the public in terms of aesthetics I think safety trumps all of what has been said. Why can't we become creative from an aesthetic standpoint and still address in a curative way the situation with lighting systems that may slow down or mitigate the situations that we see every day. I am

disappointed in this report. I would hope that we could say we have learned a few lessons here, but let's not stop. Let's figure out how we can do it better. Doing it better may be stylized in an individualistic way given the unique locations throughout the Island so that one size doesn't fit all. Let's roll up our sleeves in a very deliberative way and a very ad-hoc way and start addressing the other locations that lend themselves to tragedy.

Council Member Becker said the realistic view of 278 and our pathways and crosswalks is that they just no longer fit together easily. 278 increasing traffic, higher speeds, more people just in general on bikes and walking and then the idea which lends itself to more of an urban setting, but we still want to cling to and I hope we can the idea that we are a small quaint Island where people can get out on their bikes, walk their dogs and cross the road to get that snack that mom sends them out to get safely. The two just don't mix. They don't fit together anymore. Does lighting the area make all the difference? In my mind, if it was my child or I was trying to cross the road at an unsignalized light, I wouldn't take that chance even with the lights above. To me more light means more speed. You can see more, you are going a little bit faster. You are not necessarily slowing down. It just doesn't seem to fit together for me. I would otherwise actually encourage that we discontinue, create barriers so that we don't have unsignalized crosswalks. Do I think that means that everyone will stop crossing at places where they shouldn't be crossing – no. There will always be people who will cut through the landscape or however to get across. The idea of planning a place where you can do that on this type of road that it has become just doesn't make sense. I am not encouraged by it, I wouldn't want to cross it or have anyone else cross it. I don't know the answer to this question so maybe someone can provide some history for me. The Palmetto Dunes under the roadway tunnel – how did that come to be. Why don't we have more situations like that? Mr. Buckalew said that was put in by the developers years ago and you had a vehicular bridge that afforded the opportunity to do that. The Town took that bridge over and rebuilt it. We demolished the old narrow bridge and built a new wide bridge that met standards. It is a cost issue – do you bridge across or do you somehow landscape or barricade folks and direct them down to the signalized crosswalks which are far safer? That is the issue and there are 8 of those left. We mitigated two crosswalks in the Shelter Cove/278 project we did. I understand your concerns completely and it would be best to direct people to the signalized crosswalks. Council Member Becker said you mentioned costs in the underground tunnel way – is there a way to get something put together with that so we would know in terms of what that expense looks like? It certainly would add to the quality of life, the aesthetics of the Island. I think it would go a long way.

Council Member Harkins said from his casual readings on this subject, we seem to have four alternatives 1) bridge over the road, 2) tunnel under the road, 3) add a signal or 4) remove the crosswalk.

Council Member Ames said Yacht Cove is within his ward and there are some serious concerns of constituents in Yacht Cove regarding this situation. Mr. Buckalew mentioned that the construction had to be done on private property. Unfortunately, some damage was done to the private property irrigation and lighting system and that has created some ill will and we haven't resolved that matter yet. I think that is something that has to be resolved. Mr. Harkins spoke to the four different options and he also suggested being a little more creative. I think that our community ought to be pushing SCDOT more aggressively to resolve design issues more consistently with our value system on the Island. When Pope Avenue was being repaved, it was suggested that we reduce the paving width to slow cars down. That was rejected by SCDOT and yet the Town of Port Royal is doing the exact same thing at this time. I think that as the Island has grown and as Mrs. Becker has suggested, we have a conflict that is almost unresolvable. I really believe that as the Island has become more urban, by necessity we require more lighting at night. Just the other day

in terms of the parking lot at Coligny, there were complaints by merchants that employees didn't like to go there and park at night because it was unlit. I think we are coming to that point in our community where we have to really recognize safety is an issue. I think that how we allow people to cross 278 is a combination of light and then road design and perhaps traffic calming measures. It isn't a simple decision. I think we have to recognize what Mrs. Becker was saying – we have just gotten to the point where 278 for vehicular traffic is very inconsistent with the notion that people can safely walk across it. I would like something done with the private property issue at Yacht Cove and secondly, I think the light issue has to be factored in with road design. Regarding the idea of underpasses, there was an unusual circumstance at Shelter Cove because it was adjacent to a water body that allowed the water table to be much lower than otherwise would be the case. If that same design were tried elsewhere on the Island, your underpass would be filled with ground water most of the time and would require pumps to be operating virtual nonstop. However, the fundamental question is how long does it take to get from Stoney to Sea Pines Circle on 278 and are we going to ask people to slow down for the safety of people crossing the roadway.

Chairman Grant said he believes with what everyone has said. Thank each of you for the knowledge you brought to the table this morning, but realistically just like Mr. Harkins said we have to do something in front of Sandalwood area and I think that is where we need to move forward on next. The reason why I say that is because so many children live in that area that crosses the street and sometimes with no parent. I believe it is our job to focus on safety first and then aesthetics second. I would ask let's ask the staff to either implement what we have now or come up with something better. This might be something that can be discussed at the Town Council Workshop. It needs to be discussed at the Workshop because safety is very important. Let's learn from what happened at Yacht Cove. I think we need to move forward with this until staff comes up with a better solution to address the aesthetic situation.

Chairman Grant asked for a motion to support what we have done in Yacht Cove and move it forward to the Town Council for more discussion.

Council Member Becker made a motion to take this topic forward to the upcoming Town Council Workshop for further discussion. Council Member Harkins seconded. The motion unanimously passed.

8. Executive Session

At 10:00 a.m. Council Member Harkins moved to adjourn to Executive Session to conduct interviews for a vacancy on the Parks and Recreation Commission and to also review Talent Bank applications for a vacancy on the Board of Zoning Appeals. Council Member Becker Seconded.

9. Adjournment

At 10:58 am, the Committee returned to Open Session. Chairman Grant moved to adjourn. Councilmember Harkins seconded.

Submitted by:

Karen D. Knox

Approved: _____



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Community Services and Public Safety Committee
VIA: Jennifer Ray, *ASLA, Interim Director of Community Development*
FROM: Jayme Lopko, *AICP, Senior Planner*
CC: Shawn Colin, *AICP, Interim Deputy Town Manager*
DATE: January 13, 2021
SUBJECT: Historic Mitchelville Freedom Park MOU Renewal & Lease Amendments

Recommendation: Staff recommends the Community Services and Public Safety Committee forward a recommendation to Town Council to renew the Memorandum of Understanding (MOU) related to Historic Mitchelville Freedom Park (HMFP) for an additional two (2) years and approve amendments to the lease of Historic Mitchelville Freedom Park.

Summary: The approved MOU related Historic Mitchelville Freedom Park is expiring and requires review by the Town and Historic Mitchelville Freedom Park, Inc. (Mitchelville) prior to the expiration on March 19, 2021.

Approval of the updated MOU will extend the term of the MOU, which is set to expire, for an additional 2 years. The MOU has also been revised to include a management fee for Mitchelville, similar to what the Town has done for the Coastal Discovery Museum.

Approval of the updated lease will modify the language requiring HMFP to remain a public park indefinitely and will remove requirements for the submittal of a Master Plan and Business Plan within four (4) years of lease execution.

Background: On April 18, 2017, Town Council voted to approve a 2-year MOU detailing capital improvement and maintenance responsibilities and a lease of then Fish Haul Creek Park to Mitchelville. On March 19, 2019, Town Council renewed the MOU for an additional two years and modified the lease to extend the time period to four years for submittal of both the Master Plan and Business Plan. The current lease contains requirements for HMFP to remain a public park indefinitely and for Mitchelville to submit a Master Plan and Business Plan by April 18, 2021.

Beaufort County allocated \$250,000 and hired WLA as a consultant to draft a Master Plan and Business Plan for Mitchelville. These plans were presented to and approved by Town Council at their August 18, 2020 meeting.

The revised MOU and lease are attached with newly added language illustrated with double underline and deleted language illustrated with ~~strikethrough~~.

Attachment:

Attachment A: Ordinance (including Exhibit A - Memorandum of Understanding and Exhibit B - Lease)

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

PROPOSED ORDINANCE NO. 2021-01

ORDINANCE NO. 2021-_____

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF AN UPDATED MEMORANDUM OF UNDERSTANDING AND AMENDED LEASE WITH HISTORIC MITCHELVILLE FREEDOM PARK, INC., RELATED TO REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. SEC. 5-7-40 (SUPP. 2012), AND SEC. 2-7-20, CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town of Hilton Head Island, South Carolina (“Town”), owns one or more parcels of real property known generally as “Historic Mitchelville Freedom Park”; and

WHEREAS, the Town has determined that it is in the best interests of the Town to provide for the preservation of Historic Mitchelville Freedom Park, and for the utilization of the Park as a cultural and historical museum; and

WHEREAS, on April 18, 2017 the Town adopted an ordinance, which entered into a Memorandum of Understanding and Lease with Historic Mitchelville Freedom Park, Inc. (“HMFP”, formerly known as: Mitchelville Preservation Project, Inc.) for the operation of a cultural and historical museum in the Town of Hilton Head Island; and

WHEREAS, on March 19, 2019 the Town adopted an ordinance, which renewed a Memorandum of Understanding and amended a Lease with HMFP for the operation of a cultural and historical museum in the Town of Hilton Head Island; and

WHEREAS, the Town Council of the Town is authorized to enter into leases of Town-owned land under the authority of S.C. Code Ann. Section 5-7-40 (Supp. 2010) and Section 2-3-30 and Section 2-7-20, *Code of The Town of Hilton Head Island*, South Carolina (1983, as amended); and

WHEREAS, the Town Council for the Town has determined that it is in the best interests of the Town to authorize the execution and delivery of an updated Memorandum of Understanding and amended Lease for Historic Mitchelville Freedom Park, which is described and attached hereto as Exhibits “A” and “B”.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA; AND IT IS ORDAINED BY THE AUTHORITY OF THE SAID TOWN COUNCIL:

Section 1 - Execution, Delivery and Performance of Lease.

(a) The Mayor and/or Town Manager are hereby authorized to execute and deliver the updated Memorandum of Understanding and amended Lease in substantial conformance with the attached Exhibits “A” and “B”; and

(b) The Town Manager is hereby authorized to take such other and further actions as may be necessary to complete the performance of the Town's obligations under the terms and conditions of the updated Memorandum of Understanding and amended Lease.

Section 2 - Severability.

If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3 - Effective Date.

This Ordinance shall be effective upon adoption thereof by the Town Council for the Town of Hilton Head Island, South Carolina.

(SIGNATURE PAGE FOLLOWS)

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

**PASSED AND APPROVED BY THE TOWN COUNCIL FOR THE TOWN OF
HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS ____ DAY OF
_____, 2021.**

John McCann, Mayor

ATTEST:

Krista Wiedmeyer, Town Clerk

First Reading: _____

Second Reading: _____

Approved as to form: _____
Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

Exhibit A

- b. Mitchelville may schedule programs or have facility rentals that occur outside normal operating hours.

5. Operations.

- a. The Town shall pay to Mitchelville a management fee of One Hundred Five Thousand dollars (\$105,000.00) per annum. Mitchelville shall raise the balance of its operating budget as shown on its operating account profit and loss statement from sources other than the Town for the annual operating budget of the Mitchelville.
- b. Other entities, public or private, may contribute to the annual operating budget of Mitchelville.
- c. It is understood by the Town and Mitchelville that the Town will contract for and pay all expenses related to janitorial, landscaping, general maintenance, and current capital costs at Historic Mitchelville Freedom Park. Any new capital projects would be at the sole cost and expense of Mitchelville.
- d. Mitchelville shall be entitled to charge User Fees for the use of the Park and its facilities to defray the cost of event set up, event cleanup, and supervision of the Park and facilities during events. Prior to charging any User Fees for the use of the Park and facilities, Mitchelville shall prepare a schedule of such fees and present the same to the Town for approval by the Town Council. Any changes to the approved schedule of fees shall be submitted to the Town Council for its approval.

6. Miscellaneous.

- a. Mitchelville shall provide the Town with current copies of all insurance policies of Mitchelville relating to their operations within thirty (30) days of signing of the Memorandum and copy the Town upon each renewal of said insurance policies.
- b. Mitchelville shall remain a not-for-profit independent entity whose policies and procedures shall be determined by its Executive Director and Board of Directors.
- c. Financial Statements:
 - i. Mitchelville shall cause a financial statement to be prepared each year at the conclusion of Mitchelville's fiscal year by an entity independent of, and unconnected to, Mitchelville. Mitchelville's fiscal year ends on December 31 of each calendar year. Mitchelville shall deliver a copy of

Exhibit A

its financial statement to the Town within thirty (30) days of the completion of the financial statement each calendar year.

- ii. Mitchelville shall submit an annual operating budget to the Town. The submission of this budget shall coincide with the Town's annual budget process. The Town Manager shall inform Mitchelville of the procedures to be followed in regard to the budgeting process.
- iii. Mitchelville shall provide the Town with an annual independent audit report or review report prepared by a Certified Public Accountant (CPA) acceptable to the Town. An annual report shall be submitted no less than every third year.
- iv. Upon request of the Town, Mitchelville shall make its financial books and records available to the Town for review. The Town shall give Mitchelville written notice of its intention to review Mitchelville's financial books and records. Mitchelville shall make its financial books and records available for review by the Town within twenty (20) days of the Town's written notice.

7. **Notices.** All notices required under this Memorandum shall be deemed to have been given if in writing and
- a. delivered personally; or
 - b. mailed first class, postage prepaid, to the address of record set forth below, in which case delivery shall be deemed to have occurred two calendar days after the date of postmark.

HISTORIC MITCHELVILLE FREEDOM PARK, Inc.
Executive Director
539 William Hilton Parkway, Suite 134
Hilton Head Island, SC 29928

TOWN OF HILTON HEAD ISLAND
Town Manager
One Town Center Court
Hilton Head Island, SC 29928

The address of record may be changed by written notice to the other party.

8. **Term.** The term of this Memorandum of Understanding shall be for a period of two (2) years from the date of execution, March 2, 2021 ~~19, 2019~~. Prior to March 2, 2021 ~~19, 2019~~, this Memorandum will be reviewed by the Town and Mitchelville. Changes may be made only with and by the mutual consent of both parties.

Exhibit A

9. **Termination.** In addition to any other rights of termination set forth in this Memorandum, each party shall have the right to terminate this Memorandum, by written notice to the other party, if the other party is in default of any term or provision of this Memorandum, and the defaulting party fails to cure or correct such default within fourteen (14) days of notice thereof from the non-defaulting party. A party may elect to disregard a default for the period of time without waiving its right to declare a default at a subsequent time or upon reoccurrence of the default.

(SIGNATURE PAGES FOLLOW)

Exhibit B

A LONG TERM LEASE

BY AND BETWEEN

**THE TOWN OF HILTON HEAD ISLAND, SOUTH
CAROLINA,**

AND

HISTORIC MITCHELVILLE FREEDOM PARK, INC.

(FORMERLY KNOWN AS: MITCHELVILLE PRESERVATION PROJECT, INC.)

DATED THIS _____ DAY OF _____, ~~2021~~ 19

Exhibit B

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

LONG TERM LEASE

This Long Term Lease, dated this ____ day of _____, ~~2021~~ 19
(together with any amendments made in accordance herewith, hereinafter, the “Lease”),
is amended and entered into by and between The Town of Hilton Head Island, South
Carolina (hereinafter, the “Town”), and the Historic Mitchelville Freedom Park, Inc.,
(hereinafter, the “Mitchelville”).

WITNESSETH

WHEREAS, the Town is a body politic and a political subdivision of the State of
South Carolina, existing as such under and by virtue of the Constitution, statutes, and
laws of the State of South Carolina; and,

WHEREAS, Mitchelville is a nonprofit corporation, existing as such under and by
virtue of the Constitution, statutes and laws of the State of South Carolina; and,

WHEREAS, under the authority of S. C. Code Ann. § 5-7-20 (Supp. 2010), and
Section 2-3-30, *Code of the Town of Hilton Head Island* (1983), the Town is authorized
to lease land belonging to the Town; and,

WHEREAS, on September 7, 2010, the Town authorized the negotiation of a long
term lease of Town owned land known as Historic Mitchelville Freedom Park to
Mitchelville; and

WHEREAS, on April 18, 2017, the Town Council of the Town adopted Ordinance
No. 2017-04 authorizing the execution and delivery of this Lease; and

WHEREAS, on January 12, 2017, the Board of Directors of Mitchelville, by
resolution duly adopted, authorized the execution and delivery of this Lease;

WHEREAS, on March 19, 2019, the Town Council of the Town adopted
Ordinance No. 2019-05 authorizing the execution and delivery of ~~this~~ an amended
Lease; and

Exhibit B

WHEREAS, on _____, the Town Council of the Town adopted Ordinance No. _____ authorizing the execution and delivery of this amended Lease; and

NOW THEREFORE, for and in consideration of the sum of One and no/100 (\$1.00) Dollar paid by Mitchelville to the Town, and the full and faithful performance of the mutual promises, conditions, and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Town and Mitchelville, the Parties hereto agree as follows:

ARTICLE 1

1.1. **The Property:** The improved real property leased by Mitchelville pursuant hereto is known and described as follows:

PARCEL 1

All that certain piece, parcel or lot of land lying above the mean high water line of Port Royal Sound and the marshes of Fish Haul Creek, containing 16.481 acres, more or less, and which is more particularly shown and described on the Plat thereof entitled "16.481 AC. PARCEL, FISH HAUL PLANTATION FISH HAUL CREEK AND PORT ROYAL SOUND HILTON HEAD ISLAND BEAUFORT COUNTY SOUTH CAROLINA", prepared by Millard A. Dunham, P. L. S., and which is recorded in the Office of the Register Of Deeds for Beaufort County, South Carolina, in Plat Book 63 at Page 93.

PARCEL 2

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 3.008 acres, more or less, shown and described as "3.00 ACRES" on that certain plat entitled "A Plat of the Property of Dr. J. H. Brewton" prepared by Richardson & Associates, Jerry L. Richardson, S.C.R.L.S. 4784, dated September 5, 1973, and which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 22 at Page 100.

PARCEL 3

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 8.458 acres, more or less, shown and described as "PARCEL 'B'" on that certain plat entitled "Plat --Parcels A, B & C", prepared by Freiesleben-Yerkes,

Exhibit B

Inc., E. H. Freiesleben, S.C.R.L.S. 4624, dated July 20, 1979, as revised, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 29 at Page 117.

AND ALSO, ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 0.119 acres more or less, shown and described as "35' ACCESS EASEMENT" on the Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 29 at Page 117.

SAVE AND EXCEPT, ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 0.100 acre, more or less, being a portion of that property shown and described as "PROPOSE EASEMENT TRADE" on the Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 29 at Page 117.

PARCEL 4

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 5.00 acres, more or less, shown and described as "PARCEL 'C'" on that certain plat entitled "Plat --Parcels A, B & C" prepared by Freiesleben-Yerkes, Inc., E. H. Freiesleben, S.C.R.L.S. 4624, dated July 20, 1979, as revised, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 29 at Page 117.

Parcels 1, 2, 3, and 4 described above, previously referred to as Fish Haul Creek Park, are known generally as "Historic Mitchelville Freedom Park", Beaufort County PIN R510-005-000-0208-0000, and are collectively referred to herein as the "Property".

1.2. **Mitchelville Accepts the Property "As Is"**: Mitchelville represents and warrants that it has performed, or has had the opportunity to perform, an examination of (1) the Property, (2) title to the Property, and (3) the existing use restrictions on the Property, and accepts the Property "as is", and without recourse to or against the Town as to the title thereto, availability of water, sewer, electricity, or telecommunication services, the nature, condition, or usability thereof, or the uses to which Property may be put. In no event shall the Town have any liability to Mitchelville for any defect in the Property, or the title to the Property, or conditions existing in, on, under, over, or about the Property or any limitation on the uses that may be made of the Property. Mitchelville accepts this limitation on the Town's liability and acknowledges that this limitation of the Town's liability is a material term of this Lease without which the Town would not have entered into this Lease.

Exhibit B

1.3. **The Property to Continue as a Public Park:** Mitchelville acknowledges that the Property is, as of the date of the commencement of this Lease, a public park. Mitchelville acknowledges and accepts that the Property shall at all times of normal daily operations ~~during the term of this Lease~~ remain open as a public park, with the public's right to enter the Property for parking and use of the amenities of the public park and access to the marshes of Fish Haul Creek and Port Royal Sound being preserved until such time that the public park and its amenities including water access are relocated.

- (a) **Certain Restrictions Permitted:** The foregoing language of Article 1.3 notwithstanding, Mitchelville shall be permitted to restrict the public's access to any portion of the Property during times when and where construction activity or any other similar hazardous work is being undertaken by Mitchelville.
- (b) **Events Permitted:** The foregoing language of Article 1.3 shall not be interpreted to prevent Mitchelville from holding events from time to time at the Property for which a charge or admission fee must be paid by any person attending the event. Access to the Property may be restricted by Mitchelville to those persons paying the applicable charge or admission fee with approval by the Town Manager or his designee.

1.4. **Application of Laws and Other Matters:** This Lease is made by the Town and accepted by Mitchelville subject to all existing ordinances, regulations, and statutes, including zoning regulations and restrictive covenants affecting the Property that are now in force and which may be enacted in the future.

1.5. **No Other Interest in Real Property Created:** Other than the leasehold interest established by this Lease, Mitchelville shall have no interest in the Property.

1.6. **Rent:** Mitchelville shall pay to the Town Rent in the sum of One Dollar per year for the term of this Lease. Rent shall be due on January 1 of each year during any term of this Lease.

1.7. **National Park Service Designation:** The Town and Mitchelville acknowledge and agree that the Town and/or Mitchelville may seek and apply for the Property and/or Mitchelville's use thereon to become part of the National Park Service Reconstruction Era Monument (or similar designation). The Parties agree to cooperate and work in

Exhibit B

good faith to achieve this designation, including but not limited to executing any necessary easements, agreements or the like.

ARTICLE 2

2.1. **Effective Date:** The “Effective Date” of this Lease shall be the date upon which the duly authorized officials of the Town execute and deliver this Lease to Mitchelville.

ARTICLE 3

3.1. **Limited Obligation of the Town:** The Town shall not be required to furnish, and has no obligation to furnish, to Mitchelville any facilities or services of any kind, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, or telecommunication services.

3.2. **Utilities and Other Services:** Mitchelville shall at its sole cost and expense arrange for the provision of utilities and other services to the Property, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, and telecommunication services. Any fees for reservation of water or sewage or electrical capacity, or any other arrangements that must be made with the provider of any utility or any other service shall be the sole responsibility of Mitchelville.

3.3. **Mitchelville is Responsible for the Payment of all Expenses:** Mitchelville shall be solely responsible for the payment of any and all costs, expenses, and charges for any utility or other service, including water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, and telecommunication services that are used, rendered, or supplied to or upon the Property or in connection with Mitchelville’s use of the Property, and *ad valorem* real property taxes (including but not limited to stormwater utility (SWU) fees), if any.

3.4. **Indemnification and Hold Harmless:** Mitchelville shall indemnify and hold the Town harmless from any claims for loss, damage, or liability, including reasonable attorney’s fees and costs incurred by the Town in responding to or defending any claim, arising out of or on account of any injury, death, or damage to any person, or to the property of any person, resulting from the use of the Property by Mitchelville and Mitchelville’s operation thereon, or arising from any act or omission of Mitchelville with respect to the exercise of Mitchelville’s rights hereunder; provided, however, in no event

Exhibit B

will Mitchelville indemnify or hold harmless the Town for acts or omissions of the Town or its employees or agents.

ARTICLE 4

4.1. ~~Construction of Improvements or Facilities on the Property Prior to Approval of Master Plan and Business Plan by Town Council:~~

- (a) ~~— Prior to approval by the Town Council of the Town (the “Town Council”) of the Master Plan (as defined in Article 4.2) and the Business Plan (as defined in Article 4.3), and before undertaking construction of any improvements or facilities on the Property, Mitchelville shall submit to the Town Council for review and approval the plans and specifications of the proposed improvements or facilities, as well as information describing how Mitchelville will fund such construction and related operations. The Town Council may approve or disapprove all or any part of the proposed improvements or facilities as the Town Council, in its sole discretion, may deem advisable.~~
- (b) ~~— Any proposed improvements or facilities on the Property must be substantially in furtherance of the operation of a cultural and historical museum on the Property.~~
- (c) ~~— Any proposed improvements or facilities on the Property shall, in addition to approval by the Town Council, be subject to all applicable provisions of the Land Management Ordinance of the Town (the “LMO”), any applicable restrictive covenants, and any other applicable State, Federal or local statutes, ordinances, or regulations. Approval of any proposed improvements or facilities on the Property by the Town Council, in and of itself, shall not constitute an authorization to commence any work at the Property for which any other approval or permit of any nature is required.~~
- (d) ~~— The provisions of this Article 4.1 shall be inapplicable after the Master Plan is approved by Town Council as described below in Article 4.2.~~

4.2. ~~**The Master Plan:** Prior to undertaking construction of (1) any improvements or facilities on the Property costing in excess of Four Hundred Thousand Dollars (\$400,000.00), or (2) any permanent structure on the Property which is enclosed~~

Exhibit B

~~(containing heating, ventilation, and air conditioning) and intended for public occupancy, Mitchelville shall prepare a Master Plan providing the details of the development, use, and operation of the Property as a cultural and historical museum and the development of the amenities on the Property substantially in furtherance of the operation of a cultural and historical museum (the “Master Plan”), and shall submit the Master Plan to the Town Council for review and approval. The Town Council may approve or disapprove all or any part of the Master Plan, as the Town Council, in its sole discretion, may deem advisable. Town Council approval of the Master Plan is a pre-condition to Mitchelville undertaking construction of (1) any improvements or facilities on the Property costing in excess of Four Hundred Thousand Dollars (\$400,000.00), or (2) any permanent structure on the Property which is enclosed (containing heating, ventilation, and air conditioning) and intended for public occupancy. Mitchelville shall submit its Master Plan as required herein and obtain the approval of the Town Council of the Master Plan within four (4) years after the Effective Date of this Lease.~~

4.1 Amendments to the Master Plan: Any proposed Material Amendments to the Master Plan shall be submitted to the Town Council for review and approval, which the Town Council may, in its reasonable discretion, approve or disapprove all of any part of. As used in this Article ~~4.1 2(a)~~, a “Material Amendment to the Master Plan” shall mean any departure from the proposed uses and densities shown on the Master Plan as previously approved by the Town Council. Any amendments to the Master Plan that are not Material Amendments shall be subject to review and approval of the Town Manager of the Town or his or her designee, which approval shall not be unreasonably withheld. The Town Manager may, but is not obligated to, submit any amendments to the Master Plan that are not Material Amendments to the Town Council for review and approval. Matters related to site planning shall be handled through the Development Review process as established in the LMO and shall not be considered Material Amendments to the Master Plan. All amendments to the Master Plan (whether Material Amendments or not) shall be subject to all applicable provisions of the LMO, any applicable restrictive covenants, and any other applicable State, Federal or local statutes, ordinances or regulations.

4.2 Other Approvals Required: The Master Plan and any Material Amendments to the Master Plan shall, in addition to approval by the Town Council, be subject to all applicable provisions of the Land Management Ordinance of the Town, any applicable State, Federal or local statutes, ordinances or regulations. Approval of the Master Plan by Town Council, in and of itself, shall not constitute any authorization to commence

Exhibit B

any work at the Property for which any other approval or permit of any nature is required.

~~4.3. **The Business Plan:** Prior to undertaking construction of (1) any improvements or facilities on the Property costing in excess of Four Hundred Thousand Dollars (\$400,000.00), or (2) any permanent structure on the Property which is enclosed (containing heating, ventilation, and air conditioning) and intended for public occupancy, Mitchelville shall develop a long-range Business Plan for the operation of a cultural and historical museum and for the funding of the capital improvements and other amenities to be built at the Property (the "Business Plan"), and shall submit the same to Town Council for its review and approval. The Town Council may approve or disapprove all or any part of the Business Plan, as the Town Council, in its sole discretion, may deem advisable. Town Council approval of the Business Plan is a pre-condition to Mitchelville undertaking construction of (1) any improvements or facilities on the Property costing in excess of Four Hundred Thousand Dollars (\$400,000.00), or (2) any permanent structure on the Property which is enclosed (containing heating, ventilation, and air conditioning) and intended for public occupancy. Mitchelville shall submit its Business Plan as required herein and obtain the approval of the Town Council of the Business Plan within four (4) years after the Effective Date of this Lease.~~

4.3. **Permitted Use:** Mitchelville may use the Property for the following purposes (hereinafter, each a "Permitted Use"): establishing, building, and operating a cultural and historical museum and ancillary and related uses, and any manner consistent with the Master Plan approved by the Town Council.

4.4. **General Management:** Mitchelville shall have, and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the Property during the term of this Lease. Without limiting the generality of the foregoing, Mitchelville shall have the following rights and duties with respect to the use, management, and operation of the Property:

- (a) **Determination of Policies:** To determine and carry out policies relating to primary and ancillary activities and services offered by Mitchelville, including those in accordance with the Permitted Use and those allowed as accessory uses under the applicable zoning for the Property.

Exhibit B

- (b) **Financing:** To have, in its sole discretion, the right to obtain financing utilizing as collateral any fixtures or personal property that Mitchelville has or may acquire;
- (c) **Improvement of Property:** To erect, establish, maintain, modify, build, construct, or remove trails, paths, private use antennae, walkways, roadways, fences, docks, boardwalks, observation centers, decks, parking areas, drainage structures, and other such things in furtherance of the use and operation of the Property by Mitchelville;
- (d) **Compliance with Permitted Use:** In general, to act in accordance with the Permitted Use.

4.5. **Financial Statements:**

- (a) Mitchelville shall cause a financial statement to be prepared each year at the conclusion of Mitchelville's fiscal year by an entity independent of, and unconnected to, Mitchelville. Mitchelville's fiscal year ends on December 31 of each calendar year. Mitchelville shall deliver a copy of its financial statement to the Town within thirty (30) days of the completion of the financial statement each calendar year.
- (b) Mitchelville shall submit an annual operating budget to the Town. The submission of this budget shall coincide with the Town's annual budget process. The Town Manager shall inform Mitchelville of the procedures to be followed in regard to the budgeting process.
- (c) Mitchelville shall provide the Town with an annual independent audit report or review report prepared by a Certified Public Accountant (CA) acceptable to the Town. An annual report shall be submitted no less than every third year.
- (a) Upon request of the Town, Mitchelville shall make its financial books and records available to the Town for Review. The Town shall give Mitchelville written notice of its intention to review Mitchelville's financial books and records. Mitchelville shall make its financial books and records available for review by the Town within twenty (20) days of the Town's written notice.

Exhibit B

4.6. Other Improvements to the Property Permitted: Subject to the restrictions imposed by existing restrictive covenants, ordinances, and State or Federal statutes, including zoning regulations affecting the property, that are now in force or which may be enacted in the future, Mitchelville shall have the right to make such improvements as are approved by the Town Council or included in the Master Plan approved by the Town Council, at the sole cost and expense of Mitchelville.

4.7. Building Permits: Prior to submitting an application for any building permit in an amount greater than Fifty Thousand and no/100 (\$50,000.00) Dollars for construction on the Property, Mitchelville shall provide the Town Manager with an executed Irrevocable Bank Letter of Credit in favor of the Town, in an amount equal to the cost of construction as shown in the application for the building permit, or other document deemed satisfactory by the Town Manager, confirming that funds in such amount are available and reserved for the purpose of such construction, which Irrevocable Bank Letter of Credit or other documents shall permit the Town to utilize such funds in such amount, less funds expended for the purpose of construction described in the application for building permit and for which Mitchelville has produced executed lien waivers from the contractors, sub-contractors, and material-men involved, to complete the construction described in the application for the building permit and to pay any claims made by contractors, laborers, or materialmen, but only in the event of any failure by Mitchelville to complete the structure described in the application for the building permit or to pay contractors, laborers, or material men.

- (a) **Contract Splitting Prohibited:** Mitchelville may not split or incrementalize construction contracts or building permit applications in order to keep projects below the Fifty Thousand and no/100 (\$50,000.00) Dollar threshold set forth above.
- (b) **Increases in Cost of Project:** If the cost of any project undertaken by Mitchelville is increased by more than ten (10%) percent of the original contract price as shown on the original application for the building permit through changes, overruns, or otherwise, Mitchelville shall increase the amount of the Irrevocable Bank Letter of Credit or other document so as to be in an amount sufficient to cover the increased cost.

4.8. Permits: It shall be the sole responsibility of Mitchelville to procure and pay for any required municipal, state, federal, or other governmental permits and

Exhibit B

authorizations of the various municipal departments and governmental subdivisions having jurisdiction over the Property with respect to Mitchelville's occupation and use of the Property. The Town will provide "owner's authorizations" indicating the Town's consent to any permit being sought by Mitchelville where such "owner's consent" is required under any applicable permitting regulations. The delivery of such "owner's consent" by the Town shall not be deemed a waiver of any applicable development standard or zoning or other requirements.

4.9. Mechanic's or Other Liens Prohibited: Mitchelville shall not suffer or permit any mechanic's lien or other lien to be placed against the Property arising out of any construction upon or use of the Property by Mitchelville. If any such lien is filed, Mitchelville shall promptly cause the same to be released of record or bonded off, and shall further indemnify and hold the Town harmless from any costs or expenses, damages, suits, or reasonable attorney's fees arising from the filing or enforcement of any mechanic's lien or any other lien affecting the Property.

4.10. Maintenance of the Property and Compliance with Laws: During the term of this Lease, Mitchelville shall, at its sole cost and expense, provide for the maintenance and upkeep of the Property, and shall at all times comply with any and all applicable fire, building, health, and sanitation codes as the same may from time to time be in effect.

4.11. Rules, Regulations, and Restrictions: Mitchelville shall at all times during the term of this Lease:

- (a) **Maintenance of the Property and Improvements:** In keeping with the Permitted Use on the Property, maintain the Property and any structures and buildings on the Property, in a clean, neat, safe, sanitary, and orderly condition, it being understood that no use shall be made or permitted of the Property or any part thereof, nor any acts done, which will violate any statutes, ordinance, or regulation, or violate or make inoperative or otherwise impair any insurance policy at any time held by or in any way for the benefit of the Town pursuant to any provision of this Lease;
- (b) **Storage of Hazardous Substances Prohibited:** Other than materials and equipment used, or to be used, in the improvements, maintenance, and use of the Property, the improvements, and the

Exhibit B

personal property thereon, Mitchelville shall not sell, or suffer or permit to be stored, kept, used, or sold in, upon, or about the Property, or in any structure or building located on the Property, any gasoline, distillate, any substances defined as a “Hazardous Substance” under any Federal, State or local law, ordinance, or regulation, or any other substance or material of an explosive, inflammable, or radiological nature which may contaminate or endanger any part of the Property, any structure or building on the Property, or any person on or about the Property, or present any unusual fire, explosion, or other damaging or dangerous hazard; and, Mitchelville shall, at its sole cost and expense, cause the removal and cleanup of any hazardous substances allowed to contaminate the Property by Mitchelville;

- (c) **Compliance with Laws:** Comply with all governmental rules, regulations, ordinances, statutes, and laws now or hereafter in effect pertaining to the Property or Mitchelville’s use thereof;
- (d) **Waste Dumping or Disposal Prohibited:** Refrain from dumping, disposal, reduction, incineration or other burning of any trash, hazardous material or substance, papers, refuse, or garbage or any kind in, on, or about the Property, in violation of any applicable statute, regulation, or ordinance;
- (e) **Waste Storage Prohibited:** Refrain from storing any trash, garbage, or hazardous material or substance on the Property or in any structure or building located on the Property, nor create or permit the creation of any health or fire hazard, in violation of any applicable statute, regulation, or ordinance;
- (f) **Waste and Nuisances:** Refrain from committing or suffering to commit any waste upon, or making any unlawful, improper or offensive use of, the Property or any structure or building on the Property, or creating any public or private nuisance or act or thing upon the Property or in any structure or building on the Property;
- (g) **Compliance with Restrictive Covenants and Local Ordinances:** Maintain the Property so as to comply with and remain in compliance with any restrictive covenants encumbering the Property

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and all local ordinances promulgated by the Town, or any other applicable law, rule, regulation, or agreement concerning the Property.

- (h) **Sustainability:** Develop strategies that are consistent with the Town's published and defined goals on sustainability. In so doing, consideration shall be given to balancing environmental, economic and social impacts.

4.12. **Additional Rules:** In addition to the foregoing, Mitchelville shall at all times during the term hereof comply with all other reasonable rules and regulations which the Town may at any time or from time to time establish concerning the use of the Property; provided however, that any such rule or regulation so made shall not be inconsistent with any part of this Lease, and shall not unreasonably interfere with Mitchelville's use and enjoyment of the Property.

4.13. **Town's Waiver of Interest in Personal Property:** The Town waives any right, title, or interest in any and all equipment, displays, furniture, fixtures, moveable non-permanent items and structures, and personal property owned by, loaned to, or leased to Mitchelville; and, said property shall, at all times, remain the property of Mitchelville, such entity that has loaned the property to Mitchelville, or such entity that has leased the property the Mitchelville. The Town further waives any right that it may have to retain or distrain any of the property owned by, leased to, or leased by Mitchelville.

ARTICLE 5

5.1. **Initial Term of This Lease:** Subject to Articles 5.2, 5.4, and 10.1 below, the term of this lease shall be for a period of Forty Five (45) years, with such term commencing on April 18, 2017, and ending on April 18, 2062 (the "Initial Lease Term"), provided that all terms and conditions of this Lease shall have been complied with by Mitchelville, or unless sooner terminated pursuant to the terms hereof.

5.2. **Renewal of Terms of Lease:** Unless this Lease is sooner terminated pursuant to the terms hereof, at the end of the Initial Lease Term, this Lease shall automatically renew for successive periods of Twenty Five (25) years (hereinafter, each a "Renewal Lease Term"), provided that all terms and conditions of this Lease shall have been complied with by the Parties hereto, unless either Party hereto shall give the other a Notice of Termination as set forth in Article 5.3 below.

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5.3. **Termination of this Lease:** The initial term of this lease shall expire on April 18, 2062 (hereinafter, the “Initial Termination Date”). The first Renewal Lease Term shall expire Twenty Five (25) years from the date of the Initial Termination Date, and subsequent Renewal Lease Terms shall expire each following twenty-five (25) year period. If either Party hereto gives the other Party written notice of its intention not to renew this Lease not less than twelve (12) months prior to the Initial Termination Date or the end of any Renewal Lease Term, then this Lease shall expire on the Initial Termination Date or at the end of the applicable Renewal Lease Term, as the case may be.

5.4. **Ordinance Required:** This Lease is contingent upon the adoption of an Ordinance by the Town authorizing the execution and delivery of the Lease.

~~5.5. **Termination on Failure of Conditions:** If the condition stated in Article 5.4 does not occur before December 21, 2017, then this Lease shall automatically terminate, and neither Party hereto shall have any further rights or obligations hereunder.~~

~~5.6. **Termination on Failure of Approval of Master Plan or Business Plan:** Notwithstanding any provision in this Lease to the contrary, this Lease shall automatically terminate in the event that either the Master Plan (described above in Article 4.2) is not approved by Town Council for the Town within four (4) years after the Effective Date of this Lease or Business Plan (described above in Article 4.3) is not approved by Town Council for the Town within four (4) years after the Effective Date of this Lease. Upon such termination, Mitchelville shall restore, within sixty (60) days after such termination, any part of the Property which has been altered by Mitchelville and which (1) has not been maintained in a reasonably safe, neat, clean, and ordinary manner, or (2) is in a state of disrepair or in an unkempt state, or (3) consists of trash, rubbish, debris, or related items, to its state which existed immediately prior to the Effective Date of this Lease. Town Council, in its sole discretion, may choose to extend, modify, waive or extinguish this 4 year deadline by adoption of an Ordinance prior to the 4 year deadline.~~

ARTICLE 6

6.1. **Quiet Enjoyment:** The Town hereby covenants that Mitchelville shall, during the Lease terms, enjoy peaceable and quiet possession of the Property, and shall have, hold, and enjoy the Property without suit, trouble, or hindrance from the Town, except as expressly required or permitted by this Lease. The Town shall not interfere with the

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quiet use and enjoyment of the Property by Mitchelville during the Lease Term, so long as the Initial Lease Term or any Renewal Lease Term shall be in effect and all obligations of Mitchelville hereunder, have been fulfilled.

ARTICLE 7

7.1. **Required Property Insurance:** During the Initial Lease Term and any Renewal Lease Term, Mitchelville shall keep buildings and structures located on the Property insured against loss or damage by fire, wind, flood (to the extent of any available federal flood insurance program), and all other perils as are typically insured against by commercial establishments operating in Beaufort County, South Carolina, to the extent of the value thereof. The Town shall be named as an additional insured on this policy or these policies.

7.2. **Required Liability Insurance:** During the Initial Lease Term and any Renewal Lease Term, Mitchelville shall maintain in full force and effect comprehensive general public liability insurance with minimum bodily injury, death, and property damage, per occurrence, of FIVE MILLION (\$5,000,000.00) DOLLARS insuring against any and all liability of Mitchelville with respect to its occupants and use of the Property and all of the improvements, structures, and buildings on the Property, or arising out of the maintenance, use, or occupancy thereof by Mitchelville. In addition to all other coverages, and if available, such insurance policy or policies shall specifically insure the performance by Mitchelville of the hold harmless and indemnity provisions set forth in Article 3.4 of this Lease.

7.3. **Policy Form:** All policies of insurance provided for herein shall be issued by insurance companies with a general policyholders' rating not less than A, and a financial rating of AAA as rated in the most current available "Best's Insurance Reports", and qualified to do business in the State of South Carolina, and shall be issued in the names of the Town, Mitchelville, and such other persons or firms as the Town reasonably specifies from time to time. Such policies shall be for the mutual and joint benefit and protection of the Town, Mitchelville, and others hereinabove mentioned, and executed copies of such policies of insurance or certifications thereof shall be delivered to the Town within ten (10) days after delivery of possession of the Property to Mitchelville and thereafter within thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall contain a provision that the Town, although name as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, and employees by reason

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of the negligence of Mitchelville. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Mitchelville in like manner and to like extent. All policies of insurance delivered to the Town must contain a provision that the company writing said policy will give the Town twenty (20) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other casualty shall be written as primary policies, not contributing with and not in excess of coverage that the Town may carry.

7.4. **Town May Obtain Insurance:** In lieu of Mitchelville procuring and maintaining insurance required by this Article 7, the Town may, in its sole discretion at any time and from time to time with reasonable notice to Mitchelville, choose to procure and maintain all or any part of the insurance required by this Article 7, and pay any premiums therefor, in which even Mitchelville shall repay the Town all sums so paid by the Town within ten (10) days following the Town's written demand to Mitchelville for such payment.

7.5. **Failure of Mitchelville to Obtain Insurance:** If Mitchelville fails to procure or maintain any insurance required by this Article 7, or fails to carry insurance required by law or governmental regulations, then the Town may, but without obligation to do so, at any time and from time to time without notice, procure such insurance and pay the premiums therefor, in which event Mitchelville shall repay the Town all sums so paid by the Town, together with interest thereon as provided in Article 11 hereof, and any incidental costs or expenses incurred by the Town in connection therewith, within ten (10) days following the Town's written demand to Mitchelville for such payment.

7.6. **Additional Insurance:** Mitchelville may, but is not required to, obtain additional insurance beyond what is required by Article 7, including but not limited to contents, business interruption, and abuse/molestation insurance.

ARTICLE 8

8.1. **Assignment Prohibited:** This Lease shall not be assigned by Mitchelville.

8.2. **Sublease of the Property:** Mitchelville shall not sublet any part of the Property, without the prior written approval of the Town Manager acknowledging that the sublease complies with the Permitted Use, which approval by the Town Manager shall not be unreasonably withheld. For the purpose of this Lease, a sublease of the Property is any lease by Mitchelville of any part of the Property to a third party for a

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period that exceeds six (6) months. Any sublease must be in keeping with the Permitted Use. Nothing herein prohibits Mitchelville from contracting with subcontractors, licensees, vendors, or others in furtherance of the Permitted Use.

8.3. Other Encumbrances Prohibited: Mitchelville shall not grant any easements, licenses, or rights-of-way encumbering, or enter into any agreement which would in any way affect or encumber, the title to the Property; provided, however, that the Town, as the Property owner, agrees to grant to Mitchelville or others, as the case may be, any easements, licenses, or rights-of-way that are necessary for Mitchelville to use the Property in accordance with, and in furtherance of, the Permitted Use, such as any easements, licenses, or rights-of-way for utility lines, on terms that are reasonably acceptable to the Town. If any request of Mitchelville contemplated in this Article 8 requires the adoption of an ordinance or other legislation, the failure of the Town to adopt any such ordinance or legislation shall not be deemed a breach of this Lease.

ARTICLE 9

9.1. Notices: All notices, certificates, or other communications required hereunder shall be deemed delivered when delivered in person, or mailed by regular first class mail, postage prepaid, addressed as follows, or to such other addresses as may be designated, in writing, by the Parties:

| | |
|------------------|--|
| To the Town: | TOWN OF HILTON HEAD ISLAND Town Manager One Town Center Court Hilton Head Island, SC 29928 |
| With copy to: | TOWN OF HILTON HEAD ISLAND Legal Department One Town Center Court Hilton Head Island, SC 29928 |
| To Mitchelville: | Historic Mitchelville Freedom Park, Inc. Ms. Shirley Peterson P.O. Box 21758 Hilton Head Island, SC 29925 |
| With copy to: | Chester C. Williams, Esq. Law Office of Chester C. Williams, LLC 17 Executive Park Road, Suite 2 PO Box 6028 Hilton Head Island, SC 29938-6028 |

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ARTICLE 10

10.1. **Events of Default Defined:** The following shall be Events of Default under this Lease:

- (a) **Failure to Observe Requirements:** The failure of Mitchelville or the Town to observe or perform any covenant, condition, obligation or agreement contained in this Lease, required to be observed or performed, for a period of one hundred twenty (120) days after delivery of written notice specifying such failure and demand that it be remedied.
- (b) **Dissolution of Mitchelville:** The dissolution, termination, or liquidation of Mitchelville, or the voluntary or involuntary commencement of any proceeding under any State or Federal law relating to bankruptcy, insolvency, assignment for the benefit of creditors, reorganization, readjustment of debtor any other form of creditor action or debtor relief, either by Mitchelville or against Mitchelville, or any change in the tax-exempt, not-for-profit status of Mitchelville.
- (c) **Abandonment of the Property:** The abandonment of the Property by Mitchelville, or the discontinuance of operations at the Property by Mitchelville.
- (d) **Use Inconsistent with this Lease or the Permitted Use:** Any use of all or any part of the Property or the structures and improvements thereon, other than in compliance with the Permitted Use, the Master Plan, or this Lease without the approval of the Town Council.
- (e) **Failure to Pay Amounts Due:** The failure to pay any sum due to the Town by Mitchelville under any provision of this Lease.
- ~~(f) **Failure to Submit the Master Plan:** The failure of Mitchelville to submit the Master Plan to the Town Council for review and approval within four (4) years of the Effective Date hereof, as required in Article 4.2 of this Lease.~~

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~~(g) — **Failure to Submit the Business Plan:** The failure of Mitchelville to submit the Business Plan to the Town for review and approval within four (4) years of the Effective Date hereof as required in Article 4.3 of this Lease.~~

10.2. **Remedies on Default:** Whenever any Event of Default described in Article 10.1 of this Lease shall have happened and continue for a period of one hundred twenty (120) days after delivery of written Notice of Default, the non-defaulting Party shall have the right to terminate this Lease. If the Town is the non-defaulting party, it may give notice to Mitchelville to vacate the Property, and may thereafter evict Mitchelville from the Property, take possession thereof, and exercise all the rights and remedies provided herein. At any time within sixty (60) days after such Notice of Default and demand, either Party may initiate a mandatory, non-binding mediation proceeding, which shall be completed within one hundred twenty (120) days of the date of the Notice of Default. In no event shall enforcement by the Town of its rights under this Article 10 cause Mitchelville to be relieved of any of its obligations set forth in this Lease.

10.3. **No Remedy Exclusive:** No remedy conferred upon or reserved to the Parties is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right and power and such right and power may be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Parties.

10.4. **Waivers:** If any agreement contained herein is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

10.5. **Agreement to Pay Attorney's Fees and Expenses:** If either Party hereto defaults under any of the provisions hereof, and the non-defaulting Party employs attorneys, or incurs other expenses for the enforcement of the performance or observance of any obligation or agreement on the part of the defaulting Party, the defaulting Party agrees that it shall pay, on demand, the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting Party in the enforcement of its rights hereunder.

10.6. **Discontinuance of Proceedings:** In case either Party hereto has proceeded to enforce any right under this Lease, and such proceedings shall have been

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discontinued or abandoned for any reason, then and in every such case the Town and Mitchelville shall be restored respectively to their several positions and rights hereunder, and all rights, obligations, remedies, and powers of the Town and Mitchelville shall continue as though no such proceeding had been taken.

ARTICLE 11

11.1. **Interest on Past Due Obligations:** Whenever under any provisions of this Lease Mitchelville shall be obligated to make any payment or expenditure to the Town, or to do any act or thing, or to incur any liability whatsoever, and Mitchelville fails, refuses, or neglects to perform as herein required, the Town shall be entitled, but shall not be obligated, to make any such payment or expenditure, or do any such act or thing, or to incur any such liability, all on behalf and at the cost and for the account of Mitchelville, and in such event the amount thereof with interest thereon as hereinafter provided shall be deemed due upon demand for payment thereof by the Town. Any amount due from Mitchelville to the Town under this Lease which is not paid when due shall bear interest at the Applicable Federal Rate as established by the Internal Revenue Service from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Mitchelville under this Lease.

ARTICLE 12

12.1. **Binding Effect:** This Lease shall inure to the benefit of and shall be binding upon Mitchelville and the Town.

12.2. **Amendment, Changes, and Modifications:** Except as otherwise provided herein, this Lease may not be amended, changed, modified, or altered without written consent of both Parties hereto.

12.3. **Severability:** If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12.4. **Execution in Counterparts:** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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12.5. **Applicable Law:** This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

12.6. **Captions:** The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Lease.

12.7. **Recording:** Either Party may record a short form memorandum of this Lease in the Office of the Register of Deeds for Beaufort County, South Carolina.

12.8. **No Agency:** The Parties hereto intend only to provide for a Lease of real property as provided herein, and affirmatively state that no master/servant, principal/agent, or employer/employee relationship is created by this Lease. Nothing herein creates any relationship between the Town and Mitchelville other than that which is expressly stated herein. No employee, volunteer, or agent of Mitchelville shall be considered an employee or agent of the Town for any purpose whatsoever and none shall have any status, right or benefit of employment with Town.

12.9. **Plural/Singular:** Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

12.10. **No Third Party Beneficiaries:** The Parties hereto affirmatively represent that this Lease is made solely for the benefit of the Parties hereto and not for the benefit of any third party who is not a signature Party hereto. No person or entity other than the Town and Mitchelville shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

(SIGNATURE PAGES FOLLOW)

Exhibit B

In Witness whereof, the Parties hereto, by and through their duly authorized officers, have set their hands and seals as of this _____ Day of _____, 2021 ~~19~~.

WITNESSES:

**THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA**

_____ By: _____ (L.S.)
John McCann, Mayor

_____ Attest: _____ (L.S.)
Stephen G. Riley, ICMA-CM
Joshua A. Gruber
Interim Town Manager

WITNESSES:

**HISTORIC MITCHELVILLE FREEDOM
PARK, INC.**

_____ By: _____ (L.S.)
Shirley Peterson, President

_____ Attest: _____ (L.S.)
_____, Secretary



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Community Services and Public Safety Committee
VIA: Jennifer Ray, *ASLA, Interim Director of Community Development*
FROM: Jayme Lopko, *AICP, Senior Planner*
CC: Shawn Colin, *AICP, Interim Deputy Town Manager*
DATE: January 14, 2021
SUBJECT: Ford Shell Ring

Recommendation: Staff recommends the Community Services and Public Safety Committee forward a recommendation to Town Council authorizing the execution of a Joint Ownership and Operating Agreement related to development and operation of the Ford Shell Ring property.

Summary: The execution of a Joint Ownership and Operating Agreement will allow for public access to and interpretation of the Ford Shell Ring property.

Background: The Ford Shell Ring property was purchased jointly by the Town and Beaufort County in 2003.

Beaufort County allocated \$250k in Rural and Critical Lands Preservation bond funds for use toward capital improvements on the Ford Shell Ring property. The anticipated cost for planning for this project is \$50k with the remaining \$200k available for permitting and construction of improvements to the property.

The proposed improvements to the property are minor and contain only pervious materials. The entrance off Squire Pope Road will need to be widened to accommodate two-way traffic, which will include improvements to the existing drainage. The entrance will include a swing gate and a park sign similar in design to existing Town park signs. A small, gravel parking area lined with a split-rail fence will be installed upon entry to the property. A pedestrian access point with an information kiosk will be located at the trail head near the parking area. There is an existing trail around the Ford Shell Ring that will be brushed-back to allow for a 6-foot wide walking trail loop with interpretive and wayfinding signage along the trail.

The County will be responsible for all costs related to the planning and construction or repair of capital improvements on the property. The Town will be responsible for general maintenance including mowing and clearing of the trail and the open/close of the gate on the property.

Attachment:

Attachment A: Concept Diagram

Attachment A - Concept Diagram

Earthen pedestrian trail

Interpretive sign

Approximate location of shell ring

Pedestrian trail head Kiosk

Entrance drive and sign
Swing gate
Gravel parking area (blue)
Split rail fence (orange)

Maintenance/Emergency access
Swing gate
Fencing (if needed)

